



RESOLUTION

WHEREAS, the voters in the municipalities of Arlington, Lakeland, Millington, Bartlett, Germantown and Collierville have expressed their desire to form municipal school districts within the borders of those municipalities; and

WHEREAS, the municipalities have expressed their desire to enter into leases with the SCBE relating to school buildings within their municipal borders or be deeded those buildings; and

WHEREAS, property owners of Shelby County as a whole, including but not limited to property owners in the municipalities, have through their property taxes paid for the school buildings throughout Shelby County; and

WHEREAS, it is the intention of the Shelby County Board of Education to lease to the municipalities the school buildings within the municipal borders which the SCBE will not use for educating students; and

WHEREAS, the Shelby County Board of Education will offer all students residing within the boundaries of the County of Shelby the opportunity to attend schools operated by the Shelby County Board of Education; and

WHEREAS, the formation of municipal school districts will result in a substantial funding gap for the Shelby County Board of Education; and

WHEREAS, the obligation for existing retiree health and life insurance for the former SCBE employees is substantial; and

WHEREAS, the amount budgeted for existing retiree health and life insurance includes the SCBE's contribution to health and life insurance premiums for employees formerly employed at schools and offices operated by the SCBE and located throughout the County of Shelby; and

WHEREAS, all Shelby County residents bear responsibility for the health and life insurance obligations of already retired employees of the Shelby County Board of Education, including those employees who served the schools in the legacy Shelby County School District; and

WHEREAS, the Shelby County Board of Education needs to recoup at least some portion of the "costs associated with the formation of municipal schools."

NOW THEREFORE BE IT RESOLVED BY THE SHELBY COUNTY BOARD OF EDUCATION THAT, its General Counsel and Superintendent are directed to negotiate leases with the Mayors of the following municipalities or their designees, which include, but are not limited to the following terms:

Arlington -

- a) The Arlington High School, Arlington Middle School, Donelson Elementary School and Arlington Elementary School buildings will be leased for forty (40) years contingent upon the agreement of the Arlington School Board to pay the Shelby County Board of Education a negotiated sum which will assist in offsetting the health and life insurance costs associated with already retired employees of the SCBE and "other costs associated with the formation of municipal school districts."
- b) The lease shall require that the Arlington Board of Education is responsible for the cost of all maintenance and repair of the aforementioned properties.
- c) The lease shall provide that the Arlington Board of Education shall indemnify the Shelby County Board of Education for all lawsuits and claims of any kind arising from or pertaining to the lease of school buildings.
- d) The lease shall provide that at any time during the term of the lease that leased properties cease to be used for the education of K-12 students, the lease shall be terminated.

- e) The lease should include all terms that the Shelby County Board of Education's General Counsel and Superintendent believe are in the best interest of the Shelby County Board of Education and the students it serves.

Bartlett -

- a) The Altruria Elementary School, Appling Middle School, Bartlett Elementary School, Bartlett High School, Bon Lin Elementary School, Bon Lin Middle School, Ellendale Elementary School, Elmore Park Middle School, Oak Elementary School, Rivercrest Elementary School and Shadowlawn Elementary School buildings will be leased for forty (40) years contingent upon the agreement of the Bartlett School Board to pay the Shelby County Board of Education a negotiated sum which will assist in offsetting the health and life insurance costs associated with already retired employees of the SCBE and "other costs associated with the formation of municipal school districts.".
- b) The lease shall require that the Bartlett Board of Education is responsible for the cost of all maintenance and repair of the aforementioned properties.
- c) The lease shall provide that the Bartlett Board of Education shall indemnify the Shelby County Board of Education for all lawsuits and claims of any kind arising from or pertaining to the lease of school buildings.
- d) The lease shall provide that at any time during the term of the lease that leased properties cease to be used for the education of K-12 students, the lease shall be terminated.
- e) The lease should include all terms that the Shelby County Board of Education's General Counsel and Superintendent believe are in the best interest of the Shelby County Board of Education and the students it serves.

Lakeland -

- a) The Lakeland Elementary School building will be leased for forty (40) years contingent upon the agreement of the Lakeland School Board to pay the Shelby County Board of Education a negotiated sum which will assist in offsetting the health and life insurance costs associated with already retired employees of the SCBE and "other costs associated with the formation of municipal school districts."

- b) The lease shall require that the Lakeland Board of Education is responsible for the cost of all maintenance and repair of the aforementioned properties.
- c) The lease shall provide that the Lakeland Board of Education shall indemnify the Shelby County Board of Education for all lawsuits and claims of any kind arising from or pertaining to the lease of school buildings.
- d) The lease shall provide that at any time during the term of the lease that leased property ceases to be used for the education of K-12 students, the lease shall be terminated.
- e) The lease should include all terms that the Shelby County Board of Education's General Counsel and Superintendent believe are in the best interest of the Shelby County Board of Education and the students it serves.

Millington –

- a) The E.A. Harrold Elementary School, Millington Elementary School, Millington High School and Millington Middle School buildings will be leased for forty (40) years contingent upon the agreement of the Millington School Board to pay the Shelby County Board of Education a negotiated sum which will assist in offsetting the health and life insurance costs associated with already retired employees of the SCBE and “other costs associated with the formation of municipal school districts.”
- b) The lease shall require that the Millington Board of Education is responsible for the cost of all maintenance and repair of the aforementioned properties.
- c) The lease shall provide that the Millington Board of Education shall indemnify the Shelby County Board of Education for all lawsuits and claims of any kind arising from or pertaining to the lease of school buildings.
- d) The lease shall provide that at any time during the term of the lease that leased properties cease to be used for the education of K-12 students, the lease shall be terminated.
- e) The lease should include all terms that the Shelby County Board of Education's General Counsel and Superintendent believe are in the best interest of the Shelby County Board of Education and the students it serves.

Germantown -

- a) The Dogwood Elementary School, Farmington Elementary School, Houston High School, Houston Middle School and Riverdale Elementary School buildings will be lease for forty (40) years contingent upon the agreement of the Germantown School Board to pay the Shelby County Board of Education a negotiated sum which will assist in offsetting the health and life insurance costs associated with already retired employees of the SCBE and "other costs associated with the formation of municipal school districts."
- b) The lease shall require that the Germantown Board of Education is responsible for the cost of all maintenance and repair of the aforementioned properties.
- c) The lease shall provide that the Germantown Board of Education shall indemnify the Shelby County Board of Education for all lawsuits and claims of any kind arising from or pertaining to the lease of school buildings.
- c) The lease shall provide that at any time during the term of the lease that leased properties cease to be used for the education of K-12 students, the lease shall be terminated.
- e) The lease should include all terms that the Shelby County Board of Education's General Counsel and Superintendent believe are in the best interest of the Shelby County Board of Education and the students it serves.

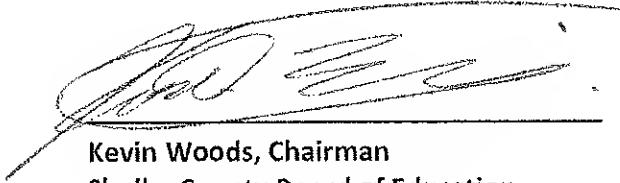
Collierville -

- a) The Bailey Station Elementary School, Collierville Elementary School, Collierville High School, Collierville Middle School, Crosswind Elementary School, Schilling Farms Middle School, Sycamore Elementary School and Tara Oaks Elementary School buildings will be leased for forty (40) years contingent upon the agreement of the Collierville School Board to pay the Shelby County Board of Education a negotiated sum which will assist in offsetting the health and life insurance costs associated with already retired employees of the SCBE and "other costs associated with the formation of municipal school districts."
- b) The lease shall require that the Collierville Board of Education is responsible for the cost of all maintenance and repair of the aforementioned properties.

- c) The lease shall provide that the Collierville Board of Education shall indemnify the Shelby County Board of Education for all lawsuits and claims of any kind arising from or pertaining to the lease of school buildings.
- d) The lease shall provide that at any time during the term of the lease that leased properties cease to be used for the education of K-12 students, the lease shall be terminated.
- e) The lease should include all terms that the Shelby County Board of Education's General Counsel and Superintendent believe are in the best interest of the Shelby County Board of Education and the students it serves.

The Board further directs the General Counsel and the Superintendent to submit the final negotiated lease and settlement proposal to the Board for its approval as soon as the negotiations are concluded.

On this 29th day of October, 2013.



Kevin Woods, Chairman
Shelby County Board of Education